



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenants applied for the return of their security deposit and to recover the cost of the filing fee.

Tenant RS ("tenant") and the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Issues to be Decided

- Is this application premature?
- If yes, should this application be dismissed with leave to reapply?

Background and Evidence

The parties agreed that a \$675.00 was paid by the tenant in December 2018. The tenant confirmed that she has not provided her written forwarding address to the landlord before submitting their application.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I find that the tenants' application is premature, due to the fact that the tenant confirmed that the tenants' written forwarding address was not provided to the landlord, and instead, the tenants applied for dispute resolution. As a result, and in accordance with RTB Practice Directive 2015-01, I find that the landlord has been served with the tenants' written forwarding address of the date of this hearing, February 21, 2019, which has been included on the cover page of this decision for ease of reference.

The landlord must deal with the tenants' security deposit within 15 days of February 21, 2019, in accordance with section 38 of the *Act*.

As the tenants' application is premature, I do not grant the tenants the recovery of the cost of the filing fee.

I grant the tenants leave to reapply for double the return of the security deposit should the landlord fail to deal with the tenants' \$675.00 security deposit in accordance with the *Act*.

Conclusion

The tenants' application is premature and is therefore dismissed, with leave to reapply.

I find that the landlord has been served with the tenants' written forwarding address of the date of this hearing, February 21, 2019, and has been included on the cover page of this decision for ease of reference. The landlord must deal with the tenants' security deposit within 15 days of February 21, 2019 in accordance with section 38 of the *Act*.

As the tenants' application is premature, I do not grant the tenant the recovery of the filing fee.

The tenants are granted leave to reapply for double the return of the security deposit should the landlord fail to deal with the tenants' \$675.00 security deposit in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 21, 2019

Residential Tenancy Branch